

**CONTRACT FOR SERVICES PERFORMED  
BY AND BETWEEN THE DEPARTMENT OF HEALTH SERVICES,  
STATE OF WISCONSIN,  
AND  
MAXIMUS Health Services Inc.  
for  
Contract Number: S-0624 DPH-14**

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This Contract ("Contract"), dated March 17, 2014, is made and entered into by and between the Department of Health Services (DHS), State of Wisconsin ("the State") and MAXIMUS Health Services Inc. ("the Contractor"), hereinafter collectively referred to as "the parties."

**WHEREAS**, DHS issued RFB S-0264DPH-14 on 01/02/2014 soliciting bids to provide **Women, Infant and Children (WIC) Electronic Benefits Transfer (EBT) Quality Assurance (QA) consulting services to the Department of Health Services.**

**WHEREAS**, Contractor responded to said solicitation, and DHS has elected to enter into an arrangement whereby Contractor will provide itemized Services.

**NOW, THEREFORE**, in consideration of the mutual responsibilities and Contracts set forth herein and in any Exhibits attached hereto and incorporated herein by reference, DHS and Contractor agree as follows:

1. **SCOPE OF THIS CONTRACT.** This Contract states the terms and conditions under which the Contractor will provide on an expedited timeline as detailed in Exhibit/Attachment #1 Completed Cost Sheet.
2. **DESCRIPTION OF WORK AND RESPONSIBILITIES.** The Contractor will provide services or products in accordance with this Contract, RFB S-0264DPH-14, and Contractors submitted proposal.
3. **INVOICING AND PAYMENTS.** Invoices will be provided to DHS on a monthly basis and will include the cost status reports (prorated) any and all deliverables/services approved by DHS during that period.
  - a. The Contractor must provide all Deliverables to the Work Representative, who will review (or delegate review of) the materials or documents within a reasonable time after receipt, as mutually agreed and specified in the Project Plan.
  - b. If the State determines that a Deliverable is not in compliance, the Work Representative will note the reason for non-compliance on the Deliverable Submittal Form and send the form to the Project Manager. At no expense to the State, the Contractor then must bring the Deliverable into conformance and re-submit the Deliverable to the Work Representative within five business days or mutually agreed upon schedule.
  - c. If the State agrees the Deliverable meets requirements, the Work Representative will indicate that by providing an official communication from an authorized DOH representative indicating acceptance of the Deliverable. Contract payment will be made after deliverable acceptance.
  - d. Invoice and Payment Schedule.
    - i. Invoices will be submitted by the contractor to the State Contract Administrator. Invoices will include the deliverable/services being invoiced for; and the date the state approved the deliverable/service.
    - ii. When all final deliverables have been delivered, implemented, and accepted by the state.
4. **CONTRACT INCORPORATION.** The parties specifically acknowledge and accept the incorporation of all exhibits, attachments, appendices, and addenda to the contract, contractor's proposals as submitted, addenda to the Request, and the RFB/RFP# S-0624 DPH-14, as an integral and critical provision of this Contract. The parties further acknowledge and accept the Description of Services to be performed as having the full force and effect as if expressly set forth herein. This Contract, together with all incorporated portions thereto, constitutes the entire Contract by and between the parties. Any amendment to this Contract shall be in writing and signed by all parties. This Contract may be executed in two or more counterparts, each of which will be deemed an original.

5. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, rules and regulations, and policies and procedures relating to the provisions of services under this Contract.

- a. The State reserves the right to cancel this contract with any federally debarred Contractor or a Contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- b. Any actions arising under this Contract shall be venued in the Circuit Court of Dane County, Wisconsin or in the federal court in the Western District of Wisconsin.
- c. **Whistleblower Protection.** All employees working for Contractors, Grantees, Subcontractors, and Subgrantees on Federal grants and contracts are covered under Federal Statute, 41 U.S.C. 4712. Then National Defense Authorization Act (NDAA) for Fiscal Year 2013 (pub.L.112-239, enacted January 2, 2013) mandates a pilot program entitled, "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." This program requires all grantees, their subgrantees and subcontractors to:
  - i. Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
  - ii. Inform their employees in writing of employee whistleblower protections under 41 U.S.C 4712 in the predominant native language of the workforce; and,
  - iii. Contractors and grantees will include such requirements in any agreement/contract made with a subcontractor or grantee.

Employees of a contractor, subcontractor, grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any Contract, policy, form or condition of employment.

The "Pilot Program for Enhancement of Contract or Employee Whistleblower Protections" is in effect for all grants contracts, subgrants and subcontracts through January 1, 2017.

- d. **Federal USDA Regulations.** The State's Contract (whether such procurement involves equipment, services or both) will be in accordance with applicable parts of OMB Circular A-102, Attachments N and O, and OMB Circular A-87. The U.S. Department of Agriculture, Food and Nutrition Service (USDA/FNS), Midwest Regional Office, will review this Contract to ensure that the system, services and/or equipment acquired will be capable of meeting the needs of the Program(s).
- e. **Clean Air Act.** No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption. The President shall annually report to the Congress on

measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

- f. **Clean Water Act.** No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

6. **TERM.** The initial term of this Contract shall be from **3/28/2014** to **3/27/2016**. This Contract is eligible for 3 additional 3 month renewal periods for a total of 9 months.

**7. CANCELLATION AND TERMINATION**

- a. **TERMINATION FOR CAUSE.** DHS may terminate this Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate this Contract after providing DHS with thirty (30) days written notice of DHS' right to cure its failure to perform under the terms of this Contract.

Upon the termination of this Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

- b. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Contract at any time, without cause, by providing a written notice to the other party at least sixty (60) days in advance of the intended date of termination.

In the event of termination for convenience by the Contractor, the Contractor shall be entitled to receive compensation for any payments owed under the Contract only for deliverables that have been approved and accepted by DHS. In the event of termination for convenience by DHS, the Contractor shall be entitled to receive compensation for any payments owed under the Contract for deliverables that have been approved and accepted by DHS and may be compensated for partially completed Services that have value for DHS going forward. In this event, compensation for such partially completed Services shall be no more than the percentage of completion of the Services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such Services as set forth in the Contract. Alternatively, at the sole discretion of DHS, the Contractor may be compensated for the actual Service hours provided. DHS shall be entitled to a refund for Services paid for but not received or implemented, such refund to be paid within 30 days' written notice to the Contractor requesting the refund.

- c. **CONTRACT CANCELLATION.** DHS reserves the right to immediately cancel this Contract, in whole or in part, without penalty and without an opportunity for Contractor to cure if the Contractor:
    - i. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
    - ii. Makes an assignment for the benefit of creditors;
    - iii. Fails to follow the sales and use tax certification requirements of s. 77.66, Wisconsin Statutes;
    - iv. Incurs a delinquent Wisconsin tax liability;
    - v. Fails to submit a non-discrimination or affirmative action plan as required herein;
    - vi. Fails to follow the non-discrimination or affirmative action requirements of Chapter 111, subch. II, Wisconsin Statutes (Wisconsin's Fair Employment Law);
    - vii. Becomes a state or federally debarred contractor;
    - viii. Is excluded from federal contracts;
    - ix. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Contract;
    - x. Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or otherwise breach the terms of the Business Associate Agreement (Attachment A);
    - xi. If at any time the Contractor's performance threatens the health or safety of a State employee, citizen, or customer.
  - d. **CONTRACTOR RIGHTS UPON TERMINATION.** Upon termination for whatever reason and regardless of the nature of the default (if any), DHS agrees to pay Contractor in full for all approved and accepted good, services; and/or deliverables provided to DHS under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
8. **CONTRACTOR COMPLIANCE.** The Contractor shall at all times comply with and observe all federal, State, and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.
9. **NON-APPROPRIATION.** DHS reserves the right to cancel this Contract in writing, in whole or in part, without penalty, if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the Contract.
10. **PAYMENT OFFSETS FOR CONTRACTOR'S DELINQUENCY.** DHS shall offset payments made to the Contractor under this Contract in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS also reserves the right to cancel this Contract as provided in Section 10, Contract Cancellation, if the delinquency is not satisfied by the offset or other means during the Contract Term.
11. **CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION.** In connection with the performance of work hereunder, it may be necessary for DHS to disclose to Contractor certain information that is considered to be Confidential, Proprietary, or containing Personally Identifiable Information ("Confidential

Information"). The Contractor shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations herein. The Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

*Indemnification:* In the event of a breach of this Section by Contractor, Contractor shall indemnify and hold harmless the State and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Contractor, and its Subcontractors, employees and agents, in violation of this Section, including but not limited to, costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the State in the enforcement of this Section.

*Equitable Relief:* The Contractor acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause significant injury to the individuals whose information is disclosed and to the State, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that the State, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Contract or under applicable law.

12. **REFUND OF CREDITS.** Within sixty (60) days of DHS' request, the Contractor shall pay to DHS any credits resulting from an order that DHS determines cannot be applied to future invoices. DHS shall determine the method of credit.
13. **NOTICE AND CHANGE OF CONTACT INFORMATION.** Any notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery or three (3) Business Days after mailing by postal service, certified or registered mail-receipt requested.  
In the event the Contractor moves or updates contact information, the Contractor shall inform DHS of such changes in writing within ten (10) Business Days. DHS shall not be held responsible for payments on Purchase Orders delayed due to the Contractor's failure to provide such notice.
14. **EXAMINATION OF RECORDS.** DHS shall at any time during normal business hours, upon reasonable notice, have access to and the right to examine, audit, excerpt, transcribe, and copy, on Contractor's premises, any of the Contractor's records and computer data storage media involving transactions directly pertinent to this Contract. If the material is on computer data storage media, the Contractor shall provide copies of the data storage media or a computer printout of such if DHS so requests. Any charges for copies of books, documents, papers, records, computer data storage media or computer printouts provided by the Contractor shall not exceed the actual cost to the Contractor. This provision shall survive the termination, cancellation, or expiration of this Contract.

- 15. BREACH NOT WAIVER.** A failure to exercise any right, or a delay in exercising any right, power or remedy hereunder on the part of either party shall not operate as a waiver thereof. Any express waiver shall be in writing and shall not affect any event or default other than the event or default specified in such waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The making of any payment to the Contractor under this Contract shall not constitute a waiver of default, evidence of proper Contractor performance, or Acceptance of any defective item or work furnished by the Contractor.
- 16. CONTRACT AMENDMENT.** This Contract may not be modified or amended except by mutual Contract of both parties in writing.
- 17. SEVERABILITY.** If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall remain valid and in full force and effect. The invalid provision shall be replaced by a valid provision that comes closest in intent to the invalid provision.
- 18. SOVEREIGN IMMUNITY.** Nothing in this Contract shall be construed to constitute a waiver of the State's sovereign immunity under the Eleventh Amendment to the United States Constitution and Article IV, Section 27 of the Wisconsin Constitution.
- 19. DISPUTE RESOLUTION.** In the event of any dispute or disagreement between the parties under this Contract, whether with respect to the interpretation of any provision of this Contract, or with respect to the performance of either party hereto, except for breach of Contractor's intellectual property rights, each party shall appoint a representative to meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. No legal action of any kind, except for the seeking of equitable relief in the case of the public's health, safety, or welfare, may begin in regard to the dispute until this dispute resolution procedure has been elevated to the Contractor's appropriate executive authority and the equivalent executive authority within the State, and either of the representatives, in good faith concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.
- 20. NO QUANTITY GUARANTEES.** DHS may obtain related products and Services from other sources during the term of the Contract. DHS makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products or Services will be procured through this Contract.
- 21. TIME IS OF THE ESSENCE.** Timely provision of the Services required under this Contract shall be of the essence of the Contract, including the provision of the Services within the prioritized timeframes agreed herein.
- 22. DEFAULT AND REMEDY.** If the Contractor fails to remedy any delay or other problem in its performance of this Contract after receiving reasonable notice from DHS to do so, the Contractor shall reimburse DHS for all reasonable costs incurred as a direct consequence of the Contractor's delay, action, or inaction.
- In case of failure to deliver Services in accordance with this Contract, DHS, upon written notice to the Contractor, may procure such Services from other sources as necessary, and the Contractor shall be responsible for the additional cost, including purchase price and administrative fees. This remedy shall be in addition to any other legal remedies available to DHS. Prior written notice shall not be required where, in the opinion of DHS, the public health, safety, or welfare is endangered by the negligent or willful act or omission of the Contractor.
- 23. Limitation of Liability.** Except for indemnification under section 35; the State agrees that Contractor's total liability to the State for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount actually paid to Contractor during the contract year in which the claim arose. In no event shall Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits,

replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy. Any claim by the State against Contractor relating to this Agreement must be made in writing and presented to Contractor within one (1) year after the date on which Contractor completes performance of the services specified in this Agreement.

- 24. ENTIRE CONTRACT.** This Contract, including all documents incorporated herein by reference, constitutes the final and complete Contract of the Parties in connection with the subject matter hereof, and supersedes all prior and contemporaneous Contracts, understandings, negotiations, and discussions, whether oral or written, by the Parties. This Contract shall be construed as a fully integrated Contract. There are no warranties, representations, or Contracts among the parties in conjunction with the subject matter hereof, except as specifically set forth or referred to herein.
- 25. APPARENT AGENCY.** The Contractor shall not take any action, or make any omission, that may imply, or cause others to reasonably infer, that the Contractor is acting as DHS' agent in any matter or in any way not expressly authorized by this Contract.
- 26. RESPONSIBILITY FOR ACTIONS.** The Contractor shall be solely responsible for its actions and those of its agents, employees, or Subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of DHS.
- 27. SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL.** During the performance of Services under this Contract, the Contractor may have access to the personnel, premises, equipment, and other property, including data files, information, or materials (collectively referred to as "data") belonging to DHS. The Contractor shall preserve the safety, security, and the integrity of the personnel, premises, equipment, data and other property of DHS, in accordance with the instruction of DHS. The Contractor shall be responsible for damage to DHS' equipment, workplace, and its contents, or for the loss of data, when such damage or loss is caused by the Contractor, Contracted Personnel, or Subcontractors, and shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to DHS by law or in equity.
- 28. ROYALTY-FREE RIGHTS TO USE SOFTWARE OR DOCUMENTATION DEVELOPED.** The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyrights in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.
- 29. PROVISION OF SERVICES.** The Contractor shall provide the Services with all due skill, care, and diligence, in accordance with accepted industry practices and legal requirements, and to DHS satisfaction; DHS' decision in that regard shall be final and conclusive. DHS may inspect, observe, and examine the Quality of the Goods provided and/or the performance of the Services rendered on DHS premises at any time. DHS may inspect, observe, and examine the performance of Contractor's Services at reasonable times, without notice, at any other premises.

If DHS notifies the Contractor that any part of the Services rendered are inadequate or in any way differ from the Contract requirements for any reason other than as a result of DHS' default or negligence, the Contractor shall, at its own expense, replace the Services to the satisfaction of DHS, and/or re-schedule and perform the work correctly within such reasonable time as DHS specifies. DHS may implement a Corrective Action Plan (CAP) in an effort to remedy performance deficiencies. This remedy shall be in addition to any other remedies available to DHS by law or in equity.

**30. CONTRACTOR PERSONNEL.** DHS reserves the right to refuse to admit to DHS premises any person employed or contracted by the Contractor whose admission in the opinion of DHS would be undesirable.

If requested by DHS, the Contractor shall provide a list of the names and addresses of all Contractor's employees, Contracted Personnel, or Subcontractor's employees who may at any time require admission to DHS premises in connection with the delivery of Goods to be provided and/or performance of Services, specifying each such person's connection to the Contractor, the role the person is to take in the performance of the Contract, and other particulars as DHS may require.

**31. BACKGROUND OR CRIMINAL HISTORY INVESTIGATION.** Prior to the commencement of any Services under this Contract, DHS may request a background or criminal history investigation of any of the Contractor's employees, Contracted Personnel, and Subcontractor's employees, who will be providing Services to DHS under the Contract. If any of the stated personnel providing Services to DHS under this Contract is not acceptable to DHS in its sole opinion as a result of the background or criminal history investigation, DHS may either request immediate replacement of the person in question, or immediately terminate this Contract and any related Service Contract.

**32. PERFORMANCE.** Work under this Contract shall be performed in a timely, professional, and diligent manner by qualified and efficient personnel and in conformity with industry standards. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its Subcontractors perform the Services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and State or Agency work rules.

Without limiting the foregoing, the Contractor shall control the manner and means of the Services so as to deliver the Goods and/or perform the Services in a reasonably safe manner and comply fully with all applicable codes, regulations, and requirements imposed or enforced by any government agencies, including all applicable requirements of the Occupational Safety and Health Administration (OSHA) and all safety codes and procedures mandated or recommended by insurance underwriting organizations and all generally recognized organizations establishing safety standards, including without limitation the National Fire Protection Association, for work of the type to be performed hereunder. Notwithstanding the foregoing, any stricter standard provided in plans, specifications or other documents incorporated as part of this Contract shall govern.

**33. WARRANTY & LIENS.** Services rendered shall be strictly in accordance with the order placed and may not deviate in any way from the terms, conditions or specifications of this Contract, without the prior written approval of DHS.

Services provided under this contract must conform to the specifications outlined in the original solicitation and in all documents incorporated under this Contract or subsequently issued by Service Level Agreement(s). Deviations in Services provided may only be made with written agreement between the State and the Contractor.

**34. CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:

- a. Worker's compensation insurance, as required under Chapter 102, Wisconsin Statutes, for all of the Contractor's employees engaged in the work performed under this Contract;
- b. Commercial liability, bodily injury and property damage insurance against any claim(s) that may occur in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations;
- c. Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage; and
- d. A Certificate of Insurance, showing up-to-date coverage, shall be on file in the Agency before the Contract may commence.

DHS reserves the right to require higher or lower insurance limits when warranted.

- 35. CONTRACTOR INDEMNIFICATION.** Contractor shall hold DHS harmless and shall indemnify the State, its Agencies, officers, and employees against any and all third-party claims, suits, actions, liabilities, and costs of any kind, including reasonable attorney's fees, for personal injury or damage to property directly caused by the negligent or willful acts or omissions of the Contractor, its agents, officers, employees, or Subcontractors.
- 36. INDEPENDENT CONTRACTOR.** The Contractor shall act as an independent Contractor in performing all Services under this Contract and, except as otherwise outlined herein, shall maintain complete control over its employees, Contracted Personnel, and Subcontractors, if any.
- 37. STATE EMPLOYEES.** The Contractor may not contract with or employ a current State employee, including a member of any State Board or Commission, or an individual retained as a full-time contractor by the State, during the term of this Contract.
- 38. DEBARMENT CERTIFICATION.** The Primary Contractor certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of certification; and
  - Have not within a three- year period preceding this Contract had one or more public transaction (Federal, State, or local) terminated for cause or default.

If the prospective primary Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this response.

- 39. ANTITRUST ASSIGNMENT.** By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the State all rights, title, and interest in and to all causes of action, claims, and demands of whatever nature it may now have or hereafter acquire under the antitrust laws of the United States and the State, relating to the particular Services purchased or acquired by the State under this Contract.

**40. ANTI-LOBBYING ACT.**

The Anti-Lobbying Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**41. OWNERSHIP RIGHTS.** Unless an ownership interest is granted herein to the Contractor, all deliverables, data, documentation, reports or other writings in any format, and all innovations first designed, developed, or delivered to DHS under this Contract shall become the property of DHS and shall not be copyrighted, trademarked, or patented by the Contractor. If the Contractor is granted an ownership interest, DHS reserves the non-transferable, royalty free right to use any submitted report, data, material, any software or modifications, and any associated documentation provided hereunder. DHS agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Contractor's software. Nothing in this Agreement shall be construed to grant DHS any rights to Contractor's materials created prior to the execution of this Agreement.

**42. PROMPT PAYMENT.** DHS shall pay properly submitted Contractor invoices within thirty (30) days of receipt, providing that the Services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Contract and all documents incorporated herein by reference.

A properly submitted invoice is defined as one that is submitted in accordance with instructions contained on the State's Purchase Order, includes a reference to the proper Purchase Order number, and is submitted to the proper address for processing.

If DHS fails to pay a properly submitted invoice within thirty (30) days of receipt, it shall pay a late payment penalty as provided in s. 16.528, Wis. Stats. If DHS declares a good faith dispute in regard to an invoice pursuant to s.16.528 (3)(e), Wis. Stats., it may pay any undisputed portion of said invoice, and be exempt from the prompt payment requirement for the disputed portion until the dispute is resolved.

**43. STATE TAX EXEMPTION.** DHS is exempt from payment of Wisconsin sales or use tax on all purchases.

**44. PROMOTIONAL ADVERTISING AND NEWS RELEASES.** Reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, any Agency or other sub-units of the State government, or any State official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Contract shall not be made without prior written approval of DHS. The Contractor may identify the State of Wisconsin as a client when the Contractor provides a list of Contractor's clients.

**45. RECORDS, RECORDKEEPING AND RECORD RETENTION.** Under §19.36 (3), Wis. Stats., all records of the Contractor that are produced or collected under this Contract are subject to disclosure pursuant to a public records request. The Contractor shall establish and maintain adequate records of all documentation developed or compiled and expenditures incurred under this Contract. All expenditure records shall be kept in accordance with Generally Accepted Accounting Procedures (GAAP). All procedures shall be in accordance with federal, State, and local laws or ordinances. The Contractor, following final payment, shall retain all records produced or collected under this Contract for three (3) years.

**46. ASSIGNMENT OF CONTRACT.** The Contractor shall provide prior written notice to DHS before assigning this Contract to another party. DHS reserves the right to withhold approval of any such assignment. The terms and conditions of this Contract, as well as any rights obligations and liabilities associated with such, shall survive any and all assignments, mergers, or acquisitions by a third party until cancelled in writing by both parties.

**47. FORCE MAJEURE.** Neither party shall be in Default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or

contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case, the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

**48. WORK CENTER CRITERIA.** The Contractor shall implement processes that allow DHS to satisfy its obligation to purchase Goods and Services produced by Work Centers certified under the State's Work Center Law, s. 16.752, Wis. Stats. The Contractor shall include products provided by Work Centers in its catalog for DHS and block the sale of comparable items to DHS.

**49. EQUAL EMPLOYMENT OPPORTUNITY.**

As directed per Federal Executive Order 11246 and amended by Executive Order 11375 and as supplemented by the Department of Labor Regulations (41 CFR Part 60): the Executive Order prohibits federal contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decision on the basis of race, color, religion, sex or national origin. This Executive Order also requires Government contractor to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. (<http://www.dol.gov/compliance/laws/comp-eeo.htm>)

**50. AMERICANS WITH DISABILITIES.**

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

**51. AFFIRMATIVE ACTION PLAN (AA).**

As required by Wisconsin's Contract Compliance Law (s. 16.765, Wis. Stats.), every Contractor contracting with the State must agree to equal employment and affirmative action policies and practices in its employment programs. The Contractor must submit an Affirmative Action Plan within **fifteen (15) working days** of the signed Contract. Exemptions exist, and are noted in the Instructions for Vendors posted on the following website: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>.

The Contractor must submit its affirmative Action plan or request for exemption from filing an affirmative action plan in accordance to the Wisconsin Office of Contract to:

Department of Health Services, Division of Enterprise Services  
Bureau of Strategic Sourcing  
Affirmative Action Plan/CRC Coordinator  
1 West Wilson Street, Room 655  
P.O. Box 7850  
Madison, WI 53707

Compliance with the requirements of the AA Plan will be monitored by the DHS Office of Affirmative Action and Civil Rights Compliance.

**52. CIVIL RIGHTS COMPLIANCE (CRC).**

All primary recipients and sub-recipients of DHS must file a new Civil Rights Compliance Letter of Assurance (CRC LOA) for the compliance period of 2014 – 2017 regardless of the number of employees and the amount of the funding received. Primary recipients and sub-recipients with 50 or more employees and who receive over \$50,000 in funding must complete a Civil Rights Compliance Plan (CRC Plan). The CRC Plan **should not** be sent to the state department, but must be submitted upon request or available for review during an on-site monitoring visit. Complete Instructions and Templates for CRC Letter of Assurance and CRC Plans can be located at the following link: <http://www.dhs.wisconsin.gov/Publications/PO/p00164.pdf> (717KB)

For technical assistance on all aspects of the Civil Rights Compliance, the Contractor is to contact the DHS' AA/CRC Office at the address listed in section 45 Affirmative Action Plan.

All Contractors must comply with the CRC Plan requirements within fifteen (15) working days of the award date of the agreement or contract in accordance with the procedures outline on the following website:  
<http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.

Failure to comply with the Section 45 or 46 provisions may result in the following consequences:

- termination of this Contract as provided in Section 7 Cancellation and Termination;
- designation of the Contractor as "ineligible" for future consideration as a responsible qualified bidder or proposer for State contracts;
- withholding of payment(s) due under the Contract until the Contractor is in compliance.

**53. DRUG-FREE WORKPLACE.** The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Wisconsin WIC Program that abuse of this drug will also not be tolerated in the workplace.
- e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

**54. DISCLOSURE STATEMENTS.**

If the vendor or any affiliated corporations or business entities is or was involved in bankruptcy procedures, such as the readjustment of any of their respective debts, under the Bankruptcy Act within the last three years, summarize in a separate attachment all relevant details of the bankruptcy.

In addition, Proposers must provide a statement that discloses any administrative action or lawsuit, threatened or pending, that regards (1) a financial matter that could significantly affect the organization's solvency or financial ability to successfully perform under this contract; (2) a matter that has been or would be brought against the organization as a party to a contract by another party to that contract; or (3) a licensing or regulatory matter that would affect the organization's credentials or ability to perform under this contract. Furthermore, Proposer must disclose any past contract actions brought against the organization for breach of contract or any contracts that were terminated because of the organization's breach or financial instability.

If the vendor is a subsidiary, this information must also be submitted for all parent companies. If the vendor will use subcontractors, associated companies, or others to complete the work of the project, the vendor's responses must include pertinent subcontractor information.

**55. FINANCIAL STATEMENTS.**

Proposing vendors and each subcontractor (if any) must be able to substantiate their financial stability. Independently audited financial statements for the last three completed fiscal years, along with additional supporting documentation (Income Statement, Statement of Cash Flows, Balance Sheet, and Statement of

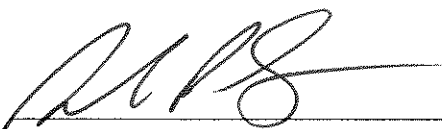
Change in Financial Position along with all auditors' notes) must be submitted with the proposal. If the Proposer is a subsidiary, the parent company must be identified and the consolidated audited financial statements of the parent company must be submitted. The State may request reports on financial stability from independent financial rating services to substantiate the proposing vendor's stability. Proposer firm name is to be included on each page submitted.

If no audit was required, please explain why and submit two years of financial statements certified by two officers of the Board of Directors, and the chief financial officer/financial manager.

**56. PARTIES' CONTACT INFORMATION.** Communications to either the Contractor or DHS shall be provided in the manner(s) indicated herein. The parties reserve the right to make changes to the contact information by giving ten (10) days' written notice to the other.

<b>Contractor Program Manager</b>	Name: Peter Relich Address: 1891 Metro Center Drive Reston, VA 20190-5287 Phone: 800-629-4687 Email: peterrelich@maximus.com
<b>DHS Contract Administrator</b>	Name: Patti Hauser Address: 1 W. Wilson St., Room Madison, WI 53707 Phone: 608-266-3821 Email: patti.hauser@wisconsin.gov
<b>DHS Contract Manager</b>	Name: Lucinda Champion Address: 1 W. Wilson St., Room 655 Madison, WI 53707 Phone: (608) 264-9890 Email: LucindaK.Champion@dhs.wisconsin.gov

IN WITNESS WHEREOF, DHS and the Contractor have executed this Contract as of the day and year first above written.



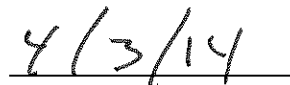
Contractor or Designee (Authorization attached if Designee)

**Adam Polatnick**

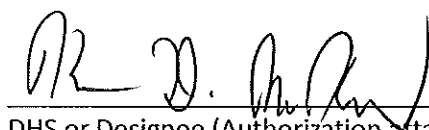
**Vice President**

**Assistant General Counsel**

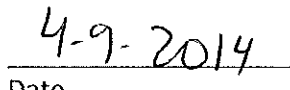
Printed Name



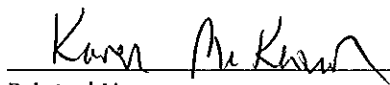
Date



DHS or Designee (Authorization attached if Designee)



Date



Printed Name

## DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

**"Acceptance"** means a manifestation of assent by the State to the terms, Services, Goods or other items offered by the Contractor under the Contract. Unless the particular methodology and measure of Acceptance of the offered terms, Services, or Goods is set forth herein, Acceptance shall occur, in the case of Goods, after delivery is taken and the Goods are inspected, and payment has been made; or in the case of Services, those Services have been provided to the State's satisfaction and acceptance, and payment has been made.

**"Agency"** means an office, department, agency, institution of higher education, association, society or other body in the State of Wisconsin government created or authorized to be created by the State Constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and the courts.

**"Business Day"** means any day on which the Contracting Agency is open for business, generally Monday through Friday unless otherwise specified in this Contract.

**"Confidential Information"** means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfies at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iii) information expressly designated as confidential in writing by the State. Confidential information includes all information that is restricted or prohibited from disclosure by State or federal law.

**"Contractor"** means an individual, business, or agency that enters into a written contractual Contract to provide Products or Services to the State. A Contractor may be a service provider, a supplier of products, a manufacturer, or a consultant.

**"Contracted Personnel"** means Contractor's employees or other personnel (including officers, agents and Subcontractors) provided by the Contractor to perform work under this Contract.

**"Contracting Agency"** means the State Agency entering into this Contract on behalf of the State.

**"Day"** means calendar day unless otherwise specified in this Contract.

**"DHS premises"** means any and all physical locations through which DHS conducts business or renders services to its clients including, but not limited to, 1 West Wilson, Madison, Wisconsin, and all institutions affiliated with and under the control of DHS.

**"Default"** means the omission or failure to perform a contractual duty or provide Goods or Services as contractually required.

**"Goods"** means articles of trade or items of merchandise, supplies, raw materials, or finished products, and may also include incidental or related Services as the situation may require.

**"Inspection"** means a careful examination of Goods, commodities, or items produced under this Contract in order to determine their fitness for use.

**"Personally Identifiable Information"** means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or federal law.

**"Municipality"** includes a county, city, village, town, school district, federally recognized Indian tribe, school board of directors, sewer district, drainage district, vocational, technical, and adult education district or other public or Quasi-public Corporation, board, or other body having authority to award public contracts within the State.

**"State Purchase Order"** means the State's standard document of purchase.

**"Services"** means all actions, recommendations, plans, research, customizations, modifications, documentation and maintenance and support provided by the Contractor necessary to fulfill that which the Contractor is obligated to accomplish under this Contract.

**"State"** means the State of Wisconsin.

**"Subcontract"** means a Contract, written or oral, financial or non-financial, between the Contractor and any other party to fulfill the requirements and performance obligations of this Contract.

**"Subcontractor"** means an entity that enters into a Contract with the Contractor for the purpose of delivering Goods or providing Services to the State.

**"Work Center"** means a charitable organization or nonprofit institution which is licensed under s. 104.07 and incorporated in this State or a unit of county government which is operated for the purpose of carrying out a program of rehabilitation for severely handicapped individuals and for providing the individuals with remunerative employment or other occupational rehabilitating activity of an educational or therapeutic nature, and which is engaged in the production of materials, supplies or equipment or the performance of contractual Services in connection with which not less than 75% of the total hours of direct labor are performed by severely handicapped individuals.

## Completed Cost Sheet (RFB 2.2.1.12)

Our proposed rates are fully loaded and include all expenses.

Our total not-to-exceed cost to complete Activities 5.1 to 5.9, including all deliverables, is \$189,673, as shown in **Table 1**.

For the optional tasks, our total not-to-exceed cost to complete Activities 5.10 to 5.12, including all deliverables, is \$40,315, as shown in **Table 2**.

The proposed personnel who will provide these services to the Department of Health Services, and the expected number of hours for each, are listed in **Table 3**.

As required in the RFB, we attest that all prices, costs and conditions outlined in the bid shall remain fixed and valid for acceptance for 240 calendar days starting on the due date for bids.

<b>Table 1. Primary Activities and Deliverables</b>				
<b>Activity #</b>	<b>Deliverable</b>	<b>Effort Hours</b>	<b>Hourly Rate</b>	<b>Total Cost (Hrs x Rate)</b>
5.1.1	5.1.1.1	36	\$ 247.56	\$ 8,912.16
5.1.2	5.1.2.1	36	\$ 247.56	\$ 8,912.16
5.1.3	5.1.3.1	50	\$ 110.22	\$ 5,511.11
5.1.4	5.1.4.1	76	\$ 117.99	\$ 8,966.91
5.1.5	5.1.5.1	56	\$ 116.37	\$ 6,516.57
5.1.6	5.1.6.1	11	\$ 176.59	\$ 1,942.52
5.1.7	5.1.7.1	16	\$ 122.09	\$ 1,953.49
5.1.8	5.1.8.1	21	\$ 95.68	\$ 2,009.18
5.2.1	5.2.1.1	14	\$ 109.05	\$ 1,526.68
5.2.2	5.2.2.1	40	\$ 176.78	\$ 7,071.33
5.2.3	5.2.3.1	7	\$ 121.79	\$ 852.53
5.2.4	5.2.4.1	6	\$ 140.67	\$ 844.05
5.2.5	5.2.5.1	40	\$ 107.06	\$ 4,282.24
5.3.1	5.3.1.1	6	\$ 255.21	\$ 1,531.28
5.4.1	5.4.1.1	11	\$ 150.08	\$ 1,650.87
5.4.2	5.4.2.1	5	\$ 145.07	\$ 725.37
5.4.3	5.4.3.1	8	\$ 142.94	\$ 1,143.52
5.4.4	5.4.4.1	18	\$ 144.34	\$ 2,598.12
5.4.5	5.4.5.1	86	\$ 176.43	\$ 15,173.29
5.4.5	5.4.5.3	14	\$ 124.62	\$ 1,744.69
5.4.5	5.4.5.5	5	\$ 154.38	\$ 771.90

**Table 1. Primary Activities and Deliverables**

Activity #	Deliverable	Effort Hours	Hourly Rate	Total Cost (Hrs x Rate)
5.5.1	5.5.1.1	10	\$ 99.37	\$ 993.71
5.5.2	5.5.2.1	8	\$ 91.73	\$ 733.86
5.5.3	5.5.3.1	5	\$ 90.45	\$ 452.26
5.5.4	5.5.4.1	160	\$ 136.32	\$ 21,811.73
5.5.5	5.5.5.1	16	\$ 100.51	\$ 1,608.15
5.6.1	5.6.1.1	7	\$ 123.69	\$ 865.80
5.6.1	5.6.1.3	7	\$ 123.69	\$ 865.80
5.6.1	5.6.1.5	42	\$ 136.33	\$ 5,725.82
5.6.1	5.6.1.7	11	\$ 114.40	\$ 1,258.35
5.6.2	5.6.2.1	128	\$ 131.90	\$ 16,883.63
5.6.3	5.6.3.1	46.5	\$ 116.70	\$ 5,426.48
5.7.1	5.7.1.1	11	\$ 119.05	\$ 1,309.58
5.7.2	5.7.2.1	24	\$ 98.14	\$ 2,355.28
5.8.1	5.8.1.1	276	\$ 143.94	\$ 39,726.62
5.8.2	5.8.2.1	18	\$ 110.94	\$ 1,997.00
5.8.3	5.8.3.1	9	\$ 120.85	\$ 1,087.69
5.9.1	5.9.1.1	9	\$ 120.85	\$ 1,087.69
5.9.2	5.9.2.1	6	\$ 140.67	\$ 844.05
<b>Total not to exceed maximum cost for activities 5.1 through 5.9.</b>				<b>\$189,673.47</b>

**Table 2. Optional Activities and Deliverables**

Activity #	Deliverable	Effort Hours	Hourly Rate	Total Cost (Hrs x Rate)
5.10 (Optional)	5.10.1.1	200	\$141.14	\$28,228.80
5.11 (Optional)	5.11.1.1	48	\$155.54	\$7,465.93
5.12 (Optional)	5.12.1.1	32	\$144.39	\$4,620.52
<b>Total not to exceed maximum cost for optional activities 5.10 through 5.12.</b>				<b>\$40,315.25</b>

**Table 3. Hours by Proposed Personnel**

Staff Member Name	Position Title	Anticipated Hours
Peter Relich	Officer-in-Charge	17
Cheryl Owens	Director	124
Katharyn Daun	Project Manager	802
Ellen Thompson	WIC EBT SME	12
Anne Dunham	MIS SME	86
Steven Jeantet	Technical Consultant	595

## Assumptions

The following assumptions were used in the creation of the Cost Sheet:

### *Deliverable Acceptance, Invoices*

- Invoices will be provided to DHS on a monthly basis and will include the cost of status reports any and all deliverables approved by DHS during that period.
- Acceptance of a deliverable will not be unreasonably withheld. DHS will review the draft document and provide applicable comments to MAXIMUS. Upon confirmation that MAXIMUS has addressed all comments, the deliverable shall be approved by DHS. Fixed pricing provided does not include multiple reviews.
- All written deliverables will include two (2) hard copies – one (1) original and one (1) copy – plus an electronic copy in Microsoft Word, Microsoft Excel or Microsoft Project, as appropriate.

### *Onsite*

- All time onsite (i.e., meetings with DHS) will be spent in Madison, with the exception of retailer certifications and site visits to the pilot clinics.
- The QA initiation/kick-off meeting will be held during the same week that MAXIMUS will be on site for the initial meeting with DHS, the EBT Contractor and CIBER.
- The rollout discussions (5.1.7.1) & site visits to pilot clinics (5.6.1.5) will occur during the same week.
- Upon request, MAXIMUS will attend up to three onsite meetings not specified in the SOW. These efforts are included in the Project Planning task (5.8.1.1).

***Additional Deliverable Considerations***

- The monthly monitoring report (5.8.1.1) will be provided each month for the 24 months of the initial contract and invoicing will be pro-rated based on the firm fixed price divided by the number of months (24). Any additional monthly reports required due to contract or schedule extensions are not included in the firm fixed price provided in the cost sheet. The remaining balance will be included in the final invoice.
- Development Work Task (5.1.4.1) will be complete upon Pilot start.
- MAXIMUS and DHS will agree upon the number of documents covered under 5.1.5 - Review of Implementation and Technical Design Documentation (specifically, those documents delineated in the IAPD Project Work Plan or EBT Processor Contract and not already defined in a task in our SOW). The cost of each review will be pro-rated based on the firm fixed price divided by the number of deliverables.
- The Monitor Vendor Enablement Plan (5.2.5) report will be provided prior to the UAT start date and will be updated as needed.
- The UAT (5.4.5) will be conducted at the WI DHS office, over three to four days, with one additional follow-up session of two days to test fixes. If for any reason the UAT must be repeated, an additional cost for time and travel will be negotiated.
- MAXIMUS will attend up to ten (10) site visits for vendor certifications (5.5.4). If after a vendor certification test subsequent testing on a system needs to be performed, we will participate remotely. If we are requested by DHS to attend subsequent testing on-site, the additional visit will be included as one of our ten visits. The deliverable will be invoiced after each site visit with the remaining to be included in the final invoice.
- MAXIMUS will conduct a pre-visit to the pilot clinics and will be on site for the first two weeks of the pilot. Onsite visits to clinics or regions outside of the pilot are not included in our fixed price.